



*Legal Counsel.*

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November 27, 2012

*Via Federal Express*

Jeff Derouen  
Executive Director  
Kentucky Public Service Commission  
211 Sower Blvd.  
Frankfort, KY 40601

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PUBLIC SERVICE  
COMMISSION

*Re: Amendment to the Interconnection Agreement between Peoples Rural  
Telephone Cooperative Corporation, Inc. and T-Mobile*

Dear Mr. Derouen:

Enclosed for filing with the Public Service Commission of the Commonwealth of Kentucky is an original and four (4) copies of the fully-executed amendment to the interconnection agreement ("Agreement") between Peoples Rural Telephone Cooperative Corporation, Inc. and Powertel/Memphis, Inc. and T-Mobile Central LLC ("T-Mobile"). In addition, we have enclosed an electronic copy in .pdf format.

We respectfully request that the Commission approve this amendment to the interconnection agreement on an expedited basis.

Please return a file-stamped copy of the amendment to the interconnection agreement in the enclosed self-addressed, stamped envelope.

Sincerely,

DINSMORE & SHOHL LLP

Edward T. Depp

JES/kwi  
Enclosures

cc: Barb Hamlett

**Amendment to the Interconnection Agreement between Powertel/Memphis, Inc. and T-Mobile Central LLC and Peoples Rural Telephone Cooperative Corporation, Inc.**

This is an Amendment ("Amendment") to the Interconnection Agreement between Powertel/Memphis, Inc. and T-Mobile Central LLC ("T-Mobile") a Delaware Corporation, and Peoples Rural Telephone Cooperative Corporation, Inc. ("Peoples Rural"), a Kentucky Corporation, (collectively, the "Parties").

**RECITALS**

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement pursuant to 47 U.S.C. 251/252 and filed with the Public Service Commission of the Commonwealth of Kentucky on May 21, 2008 (the "Agreement"); and

WHEREAS, the Federal Communications Commission, in an order released November 18, 2011, has provided that bill-and-keep shall be the default compensation arrangement between the Parties for the exchange of all Intra-MTA traffic, and that this is to be considered a change of law; and

WHEREAS, the Federal Communications Commission, in an order released December 23, 2011, has provided that such bill-and-keep arrangement, when requested before July 1, 2012, shall become effective July 1, 2012; and

WHEREAS, T-Mobile desires to conform the Intra-MTA compensation arrangements memorialized in the Agreement with these aforementioned FCC orders of November 18, 2011 and December 23, 2011

WHEREAS, the Agreement contains a "change of law" provision that authorizes the Parties to amend the Agreement to comport with a change in law; and

WHEREAS, the Parties desire to amend the Agreement to provide for a bill-and-keep arrangement for the exchange of all Intra-MTA traffic between them, with such bill-and-keep arrangement to become effective July 1, 2012, or whatever other date the FCC may determine is appropriate to begin applying a bill-and-keep arrangement to the exchange of Intra-MTA traffic;

NOW THEREFORE, in consideration of the premises and the mutual terms and covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

**AGREEMENT**

1. From July 1, 2012, forward, all Intra-MTA traffic between the Parties shall be exchanged pursuant to a bill-and-keep arrangement, which means that neither Party shall charge the other for the transport and termination of the other's Intra-MTA traffic.

2. This amendment shall be effective July 1, 2012.

3. In the event the Federal Communications Commission (or a court with jurisdiction over the matter) orders that the bill-and-keep exchange of Intra-MTA traffic should be vacated or applicable starting with some date after July 1, 2012, sections 1 and 2 of this Amendment shall be deemed automatically modified to reflect the order.

3.1 If the bill-and-keep effective date is determined by such order to be vacated or modified after the time that the Parties have moved to bill-and-keep pursuant to the terms of this Amendment, and if the order does expressly state whether true-up should be required for the period during which the Parties exchanged traffic on a bill and keep basis pursuant to this Amendment, then both Parties reserve their right to argue that true-up should or should not be required.

3.2 The Parties agree to immediately apply any affected terms and conditions, including any in other sections and articles of the Agreement, consistent with such order, and within a reasonable time incorporate such modified terms and conditions in writing into the Agreement.

4. This amendment shall remain effective as long as the Agreement remains effective between the Parties.

5. The provisions of this Amendment may not be amended, modified, or supplemented without the written consent thereto by both Parties' authorized representatives.

6. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.

The Parties, intending to be legally bound hereby, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Powertel/Memphis, Inc. and T-Mobile Central LLC      Peoples Rural Telephone Cooperative Corporation, Inc.

By: [Signature]

By: [Signature]

Title: V.P. Technical Systems & Business Operations      Title: CEO

Date: 11/2/12

Date: 11-9-12

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T-Mobile Legal Approval By:

[Signature]

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